

TDS TELECOM®

P.O. Box 22995
Knoxville, TN 37933-0995

Telephone: 865-966-4700
FAX: 865-675-3881

725 Pellissippi Parkway, Ste. 230
Knoxville, TN 37932

RECEIVED

Government and Regulatory Affairs

*02 SEP 9 AM 9 40

September 5, 2002

TN REGULATORY AUTHORITY
DOCKET ROOM

Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

Attention: Ms. Sharla Dillion

Dear Ms. Dillion;

DOCKET NO.

02-00973

With reference to our telephone conversation of September 3, 2002, I am enclosing the filing fee of \$25.00/each and the additional eight copies each of the following Agreements:

- Wireless Interconnection Agreement between TDS TELECOM and Celco Partnership, d/b/a Verizon Wireless dated June 2, 2002.
- Mutual Traffic Exchange Agreement between TDS Telecom and ICG Telecom Group dated July 1, 2002
- Retail Reseller Agreement – Tennessee between telephone company subsidiaries of TDS Telecommunications Corporation and National Telecom, LLC dated May, 2002.

Again, thank you for your help in getting these Agreements filed.

If you have any questions please call me at (865) 671-4747.

Sincerely,

Joyce Marlowe

Joyce Marlowe
Administrative Assistant

Enclosures

Government and Regulatory Affairs

RECEIVED

AUG 27 2002

**SARA KYLE, COMMISSIONER
TN PUBLIC SERVICE COMM.**

August 20, 2002

The Honorable Sara Kyle
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

Re: Wireless Interconnection Agreement between TDS Telecom and Celco
Partnership, d/b/a Verizon Wireless

Dear Ms. Chairman:

Enclosed please find the original and five (5) copies of the Wireless Interconnect
Agreement between the TDS Telecom Tennessee companies and Celco Partnership,
d/b/a Verizon Wireless.

Please contact me with any questions at 865-671-4753.

Sincerely,



Bruce H. Mottern
Director – Revenue & Earnings

Enclosures

cc: Mrs. Linda Lowrance, TDS Telecom w/enclosures
Ms. Mary Bacigalupi, Verizon Wireless
Mr. Dale Grimes, Bass, Berry & Sims w/enclosures

WIRELESS INTERCONNECTION AGREEMENT
TDS TELECOM - TENNESSEE

This Agreement is effective on the first day of June, 2002, by and between TDS Telecommunications Corporation, a Delaware corporation ("TDS TELECOM"), as agent for the Tennessee corporations listed on Appendix A (collectively, "TDS TELECOM"), and Cellco Partnership, d/b/a Verizon Wireless, a Delaware general partnership ("VZW") with respect to and on behalf of the FCC CMRS licensees and markets listed in Appendix B (Collectively, "VZW").

TDS TELECOM is a local exchange carrier acting through its subsidiary telephone companies in Tennessee. VZW is a commercial mobile radio service carrier operating in Tennessee. TDS TELECOM and VZW desire to interconnect their networks for the purpose of exchanging traffic between the Parties' customers.

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows.

SECTION I
SCOPE OF AGREEMENT

This Agreement shall cover local interconnection arrangements between VZW's network in Tennessee and TDS TELECOM's network in Tennessee. The exchange of non-local telecommunications traffic between other portions of TDS TELECOM's network and VZW's network shall be accomplished using the existing toll telephone network.

As used in this Agreement, the following terms shall have the meanings specified in this Section:

"Local Traffic" means the completion of wireless to wireline and wireline to wireless calls which originate and terminate within the same MTA based on the location of the cell site serving the wireless subscriber at the beginning of the call and the central office for the landline end-user.

"Major Trading Area" (MTA) means a geographic area established by Rand McNally's Commercial Atlas and Marketing Guide and used by the FCC in defining CMRS license boundaries for CMRS providers for purposes of Sections 251 and 252 of the Act.

"Non--Local Traffic" for which access charges will be applicable, means the completion of interMTA calls based on the location of the cell site serving the wireless subscriber and the central office for the landline end-user.

SECTION II TRAFFIC EXCHANGE

A. Direct Interconnection

1. VZW shall provide its own facilities and transport for the delivery of traffic from its Mobile Switching Center to a mutually acceptable meet point for interconnection to the TDS TELECOM network. Alternatively, VZW may purchase required facilities from a third party or from TDS TELECOM for the delivery of such traffic. Rates for facilities and transport or other services purchased from TDS TELECOM are specified in TDS TELECOM's applicable Local or Access Tariff.
2. The meet points between TDS TELECOM and VZW are defined in Appendix C, which is incorporated by reference. This Agreement shall not preclude TDS TELECOM and VZW from entering into additional direct interconnection arrangements in the future if such arrangements are technically feasible and economically beneficial.

B. Indirect Interconnection

1. For all traffic that is not exchanged via direct interconnection, the meet point for indirect interconnection shall be at an appropriate third party LEC tandem switch.
2. When traffic is exchanged at third party LEC tandem switch, each Party shall be responsible for the cost of providing the trunks from its network to the third party LEC tandem switch. The originating party shall be responsible for payment of any transit charges (including tandem switching) assessed by the third party LEC. Either Party shall be allowed to establish a different point of interconnection for the calls which that Party originates, provided that the new point of interconnection does not increase the cost of transporting or terminating calls for the other Party.

C. Billing. Each Party shall bill the other for calls which the billing Party terminates to its own customers and which were originated by the billed Party. Applicable local transport and termination rates and billing procedures are set forth on the attached Appendix A, which is incorporated by reference. The billed Party shall pay the billing Party for all charges properly listed on the bill. Such payments are to be received within thirty (30) days from the effective date of the statement. The billed Party shall pay a late charge on the unpaid undisputed amounts that have been billed that are greater than thirty (30) days old. The rate of the late charge shall be the lesser of 1.5% per month or the maximum amount allowed by law. The billed Party shall pay the billing Party the reasonable amount of the billing Party's expenses related to collection of overdue bills, such amounts to include reasonable attorney's fees. Neither Party shall bill the other for traffic that is more than one (1) year old.

SECTION III INDEPENDENT CONTRACTORS

The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have the right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind the other Party. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party.

SECTION IV LIABILITY

A.

Neither Party nor any of their affiliates shall be liable for any incidental, consequential or special damages arising from the other Party's use of service provided under this Agreement. Each Party shall indemnify and defend the other Party against any claims or actions arising from the indemnifying Party's use of the service provided under this Agreement, except to the extent of damages caused by the negligence or willful misconduct of the indemnified Party.

B.

Neither Party makes any warranties, express or implied, for any hardware, software, goods, or services provided under this Agreement. All warranties, including those of merchantability and fitness for a particular purpose, are expressly disclaimed and waived.

C.

The liability of either Party to the other Party for damages arising out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of applicable tariff(s) of the Party. In the event no tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro-rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors, or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors, or defects.

SECTION V ATTORNEY'S FEES AND COURT COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.

SECTION VI TERM OF AGREEMENT

A.

Either Party may submit this Agreement for approval by the state public service commission. This Agreement shall commence on the effective date stated on the first page, subject to its approval by the public service commission and shall terminate one (1) year after the effective date.

B.

This Agreement shall renew automatically for successive one (1) year terms, commencing on the termination date of the initial term or latest renewal term. The automatic renewal shall take effect without notice to either Party, except that either Party may elect not to renew and terminate by giving the other Party written notice of its intention not to renew at least ninety (90) days prior to each anniversary date.

Either Party may request for this Agreement to be renegotiated upon the expiration of the initial one (1) year term or upon any termination of this Agreement. Not later than 45 days from the receipt of initial request for renegotiations, the Parties shall commence negotiation, which shall be conducted in good faith. Except in cases in which this Agreement has been terminated for Default pursuant to §VI (C), the provisions of this Agreement shall remain in force during the negotiation and up to the time that a successor agreement is executed by the Parties and, to the extent necessary, approved by the relevant state commission.

C.

If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement and services hereunder by written notice provided the other Party has provided the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice at least twenty-five (25) days prior to terminating service.

SECTION VII THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit any person or entity not a Party to it and no third Party beneficiaries are created by this Agreement.

SECTION VIII GOVERNING LAW, FORUM, AND VENUE

To the extent not governed by the laws and regulations of the United States, this Agreement shall be governed by the laws and regulations of the State of Tennessee. Disputes arising under this Agreement, or under the use of service provided under this Agreement, shall be resolved in state or federal court in Tennessee, the Tennessee Public Service Commission or the Federal Communications Commission.

SECTION IX
ENTIRE AGREEMENT

This Agreement incorporates all terms of the agreement between the Parties, and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof. This Agreement may not be modified except in writing signed by both Parties, which modification shall become effective 30 days after its execution, unless otherwise mutually agreed by the Parties. This Agreement is a result of a negotiation between the Parties, and it was jointly drafted by both Parties.

SECTION X
NOTICE

Notices shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of VZW to:

Business Name: Verizon Wireless
Mailing Address: 2785 Mitchell Drive, MS 7-1
City/State/Zip Code: Walnut Creek, CA 94598
Attention: Mary Bacigalupi
Contact Phone Number: (925) 279-6006

Verizon Wireless
Director of Interconnection, Regulatory
1300 I Street, NW- STE 400 W
Washington, DC 20005
(202) 589-3756

Notices shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of TDS TELECOM to:

Business Name: TDS TELECOM
Mailing Address: P.O. Box 22995
Shipping Address: 9737 Cogdill Road, Suite 230
City/State/Zip Code: Knoxville, TN 37933-0995 (37932 for shipping)
Attention: Carrier Relations
Contact Phone Number: (865) 966-4700

Bills and payments shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of VZW to:

Business Name: Verizon Wireless
Mailing Address: 3100 West End Avenue, Suite 1100
City/State/Zip Code: Nashville, TN 37203
Attention: Mary Heath
Contact Phone Number: 615-385-5119

Bills shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of TDS TELECOM to:

Business Name: TDS TELECOM
Mailing Address: P.O. Box 5158
City/State/Zip Code: Madison, WI 53705-0158
Attention: Kris Groth, Local Interconnection

or to such other location as the receiving Party may direct in writing. Payments are to be sent to the address on the invoice.

VZW shall ensure bills and payments reference the specific TDS TELECOM company name(s) for which traffic is being billed or paid (see Appendix A for company list).

SECTION XI ASSIGNABILITY

Either Party may assign this Agreement upon the written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, no consent shall be required for the assignment of this Agreement in the context of the sale of all or substantially all of the assets or stock of either of the Parties. Notwithstanding the foregoing, either Party may assign this Agreement or any rights or obligations hereunder to an affiliate of such Party without the consent of the other Party.

SECTION XII MISCELLANEOUS

TDS TELECOM is qualified for the rural telephone company exemption pursuant to Section 251(f) of the Telecommunications Act of 1996 and does not waive such exemption.

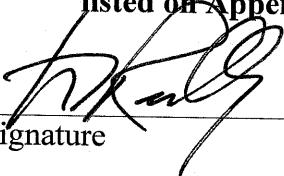
SECTION XIII NONDISCLOSURE OF PROPRIETARY INFORMATION

The Parties agree that it may be necessary to exchange certain confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data and Customer Proprietary Network Information ("CPNI") as that term is defined by the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission and similar information ("Confidential Information"). Confidential Information shall include (i) all information delivered in written or electronic form and marked "confidential" or "proprietary" or bearing mark of similar import; or (ii) information derived by the Recipient from a Disclosing Party's usage of the Recipient's network including customer account data and CPNI. Information disclosed orally shall not be considered Confidential Information unless Disclosing Party advises Recipient prior to disclosure that such information is Confidential Information and such information is reduced to writing by the Disclosing Party and delivered to the Recipient within 72 hours of disclosure. The Confidential Information is deemed proprietary to the Disclosing Party and it shall be protected by the Recipient as the Recipient would protect its own proprietary information. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement. For

purposes of this Section XIII, the Disclosing Party shall mean the owner of the Confidential Information, and the Recipient shall mean the Party to whom Confidential Information is disclosed.

Information shall not be deemed Confidential Information and the Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) after it becomes publicly known or available through no breach of this Agreement by Recipient, (iii) after it is rightfully acquired by Recipient free of restrictions on the Disclosing Party, or (iv) after it is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency provided the Recipient shall give at least thirty (30) days notice (or such lesser time as may be sufficient based on the time of the request) to the Disclosing Party to enable the Disclosing Party to seek a protective order. Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Agreement by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

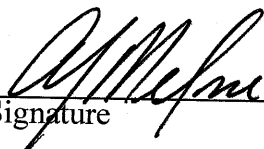
**By: TDS Telecommunications Corporation, as agent for the Tennessee corporations
listed on Appendix A**

 8/14/02
Signature (date)

Printed name and title:
Louis D. Reilly III
Director – Carrier Relations

By: Cellco Partnership d/b/a Verizon Wireless

**Verizon Wireless Tennessee Partnership d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner**

 8/6/02
Signature (date)

Printed name and title:
Anthony J. Melone
Vice President - Network Operations Support

**Signature Page dated June 1, 2002 to Wireless Interconnection Agreement between
TDS Telecommunications Corporation (Tennessee Cos.) and Cellco Partnership
d/b/a Verizon Wireless relating to the exchange of Local Traffic.**

APPENDIX A
Local Transport and Termination Rates and Billing Procedures

The Parties shall reciprocally and symmetrically compensate one another for Local Traffic terminated to their respective customers at the rates set forth below:

Indirect Interconnection:

<u>VZW and TDS TELECOM:</u>	<u>\$/MOU</u>
Concord Telephone Exchange, Inc.	.00808
Humphreys County Telephone Company	.00830
Tennessee Telephone Company	.00896
Tellico Telephone Company, Inc.	.00852

Direct Interconnection:

<u>VZW and TDS TELECOM:</u>	<u>\$/MOU</u>
Type 1, 2B	.00400
Type 2A	.00577

TDS TELECOM shall obtain a monthly traffic distribution report from the tandem operator summarizing traffic originated by VZW and terminating to TDS TELECOM. This report information shall be used by TDS TELECOM for billing VZW for traffic terminating to TDS TELECOM. VZW may obtain a monthly traffic distribution report from the tandem operator summarizing traffic originated by TDS TELECOM and terminated to VZW. This report information may be used by VZW for invoicing TDS TELECOM for terminating traffic to VZW.

If VZW elects not or is unable to order a traffic report from the tandem operator, the Parties agree to the following principles for billing terminating usage to one another:

1. TDS TELECOM shall bill for 100% of the traffic originated by VZW and terminated to TDS TELECOM.
2. VZW shall calculate estimated TDS TELECOM terminating traffic to VZW using the following formula: VZW shall bill TDS TELECOM based on the MOUs in 1. above, divided by 0.70 (seventy percent). The total of the calculation shall then be multiplied by 0.30 (thirty percent) to determine the traffic originated by TDS TELECOM and terminated to VZW.

The Parties agree to revise these factors, semi-annually, based upon traffic studies conducted.

Either Party may bill on a monthly or quarterly basis.

The Parties agree to accept the monthly traffic distribution report from the tandem operator as an accurate statement of traffic exchanged between the Parties. Either Party

may perform an audit of the other Party's billing information related to terminating minutes of use of the billed Party. The Parties agree that such audits shall be performed no more than one time per calendar year. Each Party shall bear its own expenses associated with such audit. The audits shall be conducted on the premises of the audited Party during normal business hours.

Either Party may elect to measure terminating Local Traffic through its own recording equipment and utilize these measurements in place of the traffic distribution reports from the tandem operator.

Transport and termination of Non-Local Traffic shall be billed per applicable access tariff or comparable rates where a tariff does not exist.

APPENDIX B
FCC and CMRS Licensees and Markets

Licensee Service	Market Name
Verizon Wireless Tennessee Partnership	Nashville-Davidson Knoxville Johnson City - Kingsport-Bristol Chattanooga Clarksville-Hopkinsville Tennessee 1-Lake Tennessee 2-Cannon Tennessee 3-Macon Tennessee 5-Fayette Tennessee 6-Giles Tennessee 7-Bledsoe Tennessee 9-Maury Memphis Cleveland

Appendix C
Direct Interconnection Points

Type 1 Interconnection Service:

Type 1 Interconnection Service provides a trunk-side connection with line treatment between a TDS TELECOM end office and a wireless service provider's point of interconnection. It is used for the exchange of Local Traffic. Type 1 Interconnection Service provides access to all TDS TELECOM customers served via the end office.

1. The meet point for traffic to and from the Parsons exchange of TDS TELECOM's Tennessee Telephone Company shall be at the Parsons central office (PRSSTNXADS1).

Type 2A Interconnection Service:

Type 2A Interconnection Service provides a trunk-side connection between a TDS TELECOM host office and a wireless service provider's point of interconnection. It is used for the exchange of Local Traffic. Type 2A Interconnection Service provides access to all TDS TELECOM customers served via the host office or any remote end offices.

1. The meet point for traffic to and from the Clifton, Collinwood, Lobelville and Waynesboro exchanges of TDS TELECOM's Tennessee Telephone Company shall be at the Waynesboro central office (WYBOTNXADS0).
2. The meet point for traffic to and from the Decaturville, Parsons, Sardis and Scotts Hill exchanges of TDS TELECOM's Tennessee Telephone Company shall be at the Parsons central office (PRSSTNXADS1).